

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.04-060

ANNUAL REQUIREMENTS FOR

STRUCTURAL CLOTHING FOR FIRE FIGHTING

(Gloves)

DATE: July 30, 2004

CONTRACT PERIOD: July 1,2004 thru June 30,2005

CONTRACTOR: Fire Guard, Inc.,
10414 J Street
Omaha NE 68127

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: David Peck
Telephone No.: 888-843-1991
FAX No.:402-592-1599
E-Mail Address:dave.peck@fireguardusa.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

The Glove Corp/Firefighter \$31.81/pair

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #70785
Dated 7/21/04

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**SUPPLY OF FIRE FIGHTER PROTECTIVE GEAR
SPECIFICATION 04-060**

Contractor: Fire Guard, Inc.

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this ____ day of ____ 2004, by and between Fire Guard Inc., hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

To be the Supplier of Fire Fighting Gloves

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$ \$8,588.70

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The delivery shall be upon receipt of orders.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. Construction & Materials Specifications
- ** 6. The Plans (including the Schedule of Approximate Quantities)
7. The Construction Bonds
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

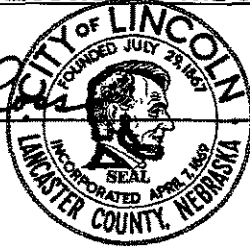
The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk



CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No. 70785
dated 7-21-04

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Fire Guard, Inc.,
Name of Corporation

10414 "J" Street, Omaha NE 68127
(Address)

ATTEST:

Secretary

(SEAL)

By: [Signature]
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE WITH THE RFP

COMPANY NAME Fire Guard, Inc.

**PROPOSAL
SPECIFICATION NO. 04-060**

**BID OPENING TIME: 12:00 NOON
DATE: WEDNESDAY, Date March 24, 2004**

COPY

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:
STRUCTURAL FIRE FIGHTING CLOTHING**

BIDDING SCHEDULE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Gloves Mfg. <u>The Glove Corp</u> Prod. No. <u>Fire Fighter</u>	270 pr/3 years	\$ <u>31⁸¹</u>	\$ <u>8,588⁷⁰</u>
2.	Boots, as follows:			
2a.	Ranger 3124 Insulated Bunker Fire Boot Mfg. <u>Ranger</u> Prod. No. <u>5128</u>	270 pr/3 years	\$ <u>84³¹</u>	\$ <u>22,763⁷⁰</u>
2b.	Norcross Fire Breaker Series Insulated Fire Boot Mfg. <u>Servus</u> Prod. No. <u>1467</u>	270 pr/3 years	\$ <u>95⁶⁷</u>	\$ <u>25,850⁹⁶</u>
3a.	Helmet Mfg. <u>MSA</u> Prod. No. <u>660CFS Metro</u>	270 pr/3 years	\$ <u>121⁷³</u>	\$ <u>32,867¹⁰</u>
3b.	Face Shields only Mfg. <u>MSA</u> Prod. No. <u>S80WP</u>	270 pr/3 years	\$ <u>29³⁰</u>	\$ <u>7,911⁰⁶</u>
4.	Morning Pride Tail Coat and Pants			
4.a.	BPR-1231 Tail Coat, Bronze Mfg. <u>Quaker</u> Prod. No. <u>QS-103</u>	270 pr/3 years	\$ <u>775³⁹</u>	\$ <u>209,355³⁰</u>
4.b.	BPRPOS32Z Pants, Bronze Mfg. <u>Quaker</u> Prod. No. <u>QS-103</u>	270 pr/3 years	\$ <u>451⁸⁰</u>	\$ <u>121,986⁰⁰</u>

Company Name Fire Guard INC

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
5.	Full Shoulder Head Socks(hood) Mfg. <u>Life Liner</u> Prod. No. <u>P84 lenzig</u>	270 PR/3 years	\$ <u>20⁰⁵</u>	\$ <u>5,413⁵⁰</u>
6.	Total Proposal			\$ <u>4,347.36</u>

PRICING MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE WITH THE RFP

BID SECURITY REQUIRED: Yes _____ Amount: _____ No ☒ X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Term of Contract is one (1) year, July 1, 2004, through June 31, 2005.

Contract Extension Renewal is an option: Yes X
No

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: Yes; or
(b) Bid prices subject to escalation/de-escalation: Yes subject to negotiation
(c) If (b), state period for which prices will remain firm:
Through _____

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

~~YES~~ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Fire Guard Inc
TITLE: Sales Manager
PHONE NO. 888-843-1991

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.